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## **EXHIBIT A**

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SUPREME COURT OF THE ST	COUNTY CLERK'S OFFICE			
COUNTY OF NEW YORK			CLEDING	
	X	SUMMONS Index Number	WITH COMPARED	
ANTHONY IZUOGU	Plaintiff(s)	100625	12022	
-against-		Date Index Number Purchased		
ARAMARK FOOD SERVICES	Defendant(s)	JUNE 20	<u>20 み</u> ユ	
	X			
To the Person(s) Named as De	fendant(s) above:			
PLEASE TAKE NOTICE THAT	YOU ARE SUMMON	NED to answer the	complaint of the	
plaintiff(s) herein and to serve y	our answer on the pl	aintiff(s) at the add	ress indicated	
below within 20 days after servi	ce of this Summons	(not counting the da	ay of service	
itself), or within 30 days after se	ervice is complete if t	he Summons is not	delivered	
personally to you within the Sta	te of New York.			
YOU ARE HEREBY NOTIFIED	THAT should you fa	il to answer, a judg	ment will be	
entered against you by default	for the relief demand	ed in the complaint		

[sign your name]

Dated: June 22

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	ANTHONY IZUCEU		
	[your address and telephone number]		
	865 NEW YORK AVENUE		
	APT. E-5, UNION (174		
•	NZ, 07887		
	•		
[name and address of defendant(s)]	[name and address of defendant(s)]		
ARAMARK FOOD SERVICES	2400 MARKET St		
	PHILADELPHIA, PENNSYLUANIA		
Venue: Plaintiff designates New York County designation is:	as the place of trial. The basis of this		
☐ Plaintiff(s) residence in New York	County		
☐ Defendant(s) residence in New Ye	ork County		
DOTHER PLACE OF CHUSC	OF ACTION		

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SUPREME COURT OF THE STATE OF NEW YORK		COLINE NEW YORK		
COUNTY OF NEW YORK		COUNTY CLERK'S OFFICE JUN 2 2 2022		
***************************************	X	NOT COMPARED WITH COPY FILE		
ANTHONY IZUOGU,	Plaintiff,	Index No. 106625/2022		
-against-		*		
ARAMARK FOOD SERVICES.	Defendant			
TO THE SUPREME COURT OF THE STATE OF NEW YORK				

The complaint of the plaintiff, Anthony Izuogu, respectfully shows and alleges as follows:

- The plaintiff herein, Anthony Izuogu, is a resident of the State of New Jersey. Mr.
   Anthony Izuogu resides at 805 New York Avenue, Union City, New Jersey.
- The defendant herein, Aramark Food Services, has corporate headquarters at 2400 Market Street, Philadelphia, Pennsylvania, and multiple places of business in New York, including 1301 6<sup>th</sup> Avenue, New York City, 10019, wherein the cause of action occurred.
- 3. Plaintiff Anthony Izuogu was hired on December 9, 2020 at the instance of Credit

  Agricole Corporate and Investment Bank by the defendant to work at Credit

- Agricole CIB, New York. Whereas the initial designation was "Catering Coordinator", subsequent documentation designated the plaintiff as "Event Coordinator".
- 4. The defendant identifies as a vendor or independent contractor to Credit Agricole CIB at the said address, which happens to be the primary place of business of Credit Agricole CIB.
- 5. Whereas the defendant purports to be the actual employer of the plaintiff, the degree and manner of direct control Credit Agricole CIB was allowed to exert over the plaintiff's work was inconsistent with regulatory guidelines relating to the definition and treatment of an independent contractor.
- The defendant deliberately created the aforementioned uncertainty (in paragraph 5 above) to misclassify the plaintiff for the purposes of shortchanging and exploiting the plaintiff.
- 7. The plaintiff, over a period of several months, and to the knowledge of the defendant, was subjected to various forms of abuse including harassment and labor exploitation, which all created a hostile work environment.
- 8. The defendant, despite several instances and complaints of harassment, labor exploitation and hostile work environment, failed to take timely and sufficient

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actions to effectively stop the offending acts; the defendant was only interested in protecting its business interests based on the commercial relationship it has with Credit Agricole CIB, at the expense of the plaintiff's wellbeing and rights, in flagrant violation of duty of care the defendant owed the plaintiff.

- 9. The defendant subjected the plaintiff to constructive dismissal by willfully and negligently creating a hostile work environment for the plaintiff; hence the plaintiff was forced to notify defendant of intention to resign.
- 10. On May 15, 2022, the plaintiff, due to the continuing adverse emotional, health and psychological consequences of the said offending acts, asked the defendant to take definite remedial actions to enable the plaintiff to continue work at the said location.
- 11. On May 16, 2022, the defendant, in connivance with Credit Agricole CIB, physically prevented the plaintiff from continuing work at the said location. The defendant claimed that there was a plan to re-deploy the plaintiff to a different work location.
- 12. However, the defendant, upon becoming aware that the plaintiff filed formal complaints of illegal discrimination and harassment with relevant government agencies against Credit Agricole CIB, and that the plaintiff was preparing to bring legal action, withdrew the plaintiff's employment benefits in an act of illegal

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retaliation.

13. When the plaintiff applied for Unemployment Insurance payment from New York

State Department of Labor, the defendant, acting with malice, and in continuation

of intent to cause financial and economic damage to the plaintiff, misrepresented

facts to the Department of Labor for the purpose of contesting the plaintiff's

eligibility for unemployment benefits.

14. The actions of the defendant have caused the plaintiff substantial harm in the

forms of stress, anxiety, health problems, and financial hardship, including

frustrating plaintiff's mortgage application.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of \$700,

000, plus interest from May 16, 2022, costs and disbursements, together with any other

relief the Court finds to be just and proper.

Dated: June 22, 2022

[sign name]

ANTHONY IZUOGU

**805 NEW YORK AVENUE** 

**APARTMENT E-5** 

**UNION CITY** 

**07087, NEW JERSEY**